portant, so long as the employer was aware of the risk. Whether the ship was destroyed by lawful or unlawful means is immaterial.

We think, therefore, that Foley's death was due to an accident while in the course of his employment, and that such accident arose out of his employment."

Statute of Frauds—Sufficiency of Signature When in Body of Instrument or on Separate Paper.—In Kilday *v.* Schancupp, in the Supreme Court of Errors of Connecticut (July, 1916, 98 Atl. 335), it was held that a written agreement for the sale of real estate prepared by the purchaser, which commenced with the recital that such property was sold to him, his name appearing in no other place, was valid as against an objection that it was within the Statute of Frauds and was not signed by the party to be charged. This decision follows the weight of authority. The clauses of the Statute of Frauds do not, like statutes of wills, expressly require a document to be signed "at the end thereof." Even as to wills, the courts of most jurisdictions have exercised common sense in treating the end of a will as the "literary" end, that is, the place where the continuity of expression indicates what the testator himself intended for the "end." Where a statute is silent as to any physical place of signature and the instrument is sufficiently complete in essentials, courts may well treat the writing of one's name in any part as sufficient. The Connecticut court aptly remarks:

"The agreements must have been signed by this defendant, since he is the party to be charged. This agreement was caused to be prepared by the defendant, and it begins, Sold to J. Schancupp.' This is the written declaration of the defendant himself that the plaintiff has sold him the property described upon the terms described, and likewise it is his written declaration of purchase of this property upon the named terms. The statute is intended to relieve against fraud. To hold that this defendant by writing his name in the body of this instrument instead of at its end did not sign the instrument would help to perpetrate instead of preventing a wrong."

The following also occurs in the opinion:

"An instrument signed by one in any part of it after the body of it is written, or signed in any part and when completed produced from his custody, must be taken to be the instrument of the party so signing. Under these circumstances he authenticates by his signature or by the signature to the instrument produced from his custody the instrument so signed, and such a signature fully meets the requirements of the Statute of Frauds (New England, &c., Co. *v.* Stand Worsted Co., 52 Am. St. Rep. 516; 165 Mass. 328, 331, 43 N. E. 112; Penniman *v.* Hartshorn et al., 13 Mass. 87; Cal. Canneries

Co. *v.* Scatena, 117 Cal. 447, 49 Pac. 462; Drury et al. *v.* Young, 58 Md. 553, 42 Am. Rep. 343).

The authorities are equally decisive that the signature may be printed or written (Schneider *v.* Norris, 2 M. & S. 286; Drury et al. *v.* Young, 58 Md. 554, 42 Am. Rep. 343). And we have held that a signature by a rubber stamp, made by an agent duly authorized, is a signature within the statute (Deep River Nat. Bank's Appeal, 73 Conn. 341, 346, 47 Atl. 675)."

English decisions also disclose that a liberal construction of the statute is to be made. Cases there hold that a contract by letter was sufficiently complete if it was signed by the party to be charged thereby, although the name of the other contracting party appeared only in the address on the envelope (Pearce *v.* Gardner, 76 L. T. Rep. 441; 1897, 1 Q. B. 688; Last *v.* Hucklesby, 1914, 58 S. J. 431).